

# Phonebanking Service General Terms And Conditions

HSBC   
The world's local bank

## 1. General

Customers/Authorised Delegates shall be bound by the Terms and Conditions governing the types of accounts in connection with PhoneDirect Service and in case of conflict between the said Specific and/or General Terms and Conditions and these Terms and Conditions, the latter shall prevail.

## 2. Definitions:

In these Terms and Conditions, unless the context otherwise requires:

“Account” means each of the Savings Account, Current Account, Time Deposit Account, Settlement Account and any other accounts opened or to be opened by the Customer.

“Authorised Delegate” means the person who is authorized by the Customer, usually a company, to operate the Accounts through the telephone.

“Bank” means HSBC Bank (China) Company Limited, including its successors and assigns.

“Credit Account” means any account of the Customer for the time being designated for the purpose of receiving deposit of funds in relation to the PhoneDirect Service.

“Customer” means the person who is the holder of an account maintained with Bank.

Where there is more than one such person, references to the “Customer” shall be construed, as the context requires, to any, all or each of them.

“PIN” means the personal identification number for the time being established for the Customers/Authorised Delegate for the purpose of identification of the Customers/Authorised Delegate in giving instructions to the Bank by telephone, including any code number assigned to the Customers/Authorised Delegate by the Bank and any number(s) substituted by the Customers/Authorised Delegate for that purpose.

“Telephone Instruction” means each and any instruction given by the Customers/Authorised Delegate by telephone that may be acceptable to the Bank from time to time.

## 3. Service Scope

The Bank shall retain the right to modify the scope and features of the PhoneDirect Service from time to time and any such change shall be notified in advance by way of posting at the premise of the Bank or any other manner the Bank determines.

## 4. Limitations on Liability Indemnity

The Bank is authorized to act on the Telephone Instructions of the Customers/Authorised Delegate. Each of the Customers/ Authorised Delegate agree that:

- (a) the Bank shall not be liable for act on any instruction given by unauthorized persons but which the Bank believes to be emanated from authorized persons. The Bank shall under no obligation to verify the identity of the person(s) giving the Telephone Instruction by use of the PIN.
- (b) the Customers/Authorised Delegate shall undertake to keep the PIN strictly confidential at all times and shall report to the Bank immediately upon loss of the PIN or becoming aware the PIN has fallen into the hands of any unauthorized party;
- (c) the Customer shall ensure that there are sufficient funds or pre-arranged credit facilities in the Account(s) for the purpose of the Telephone Instructions and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such Telephone Instructions due to inadequacy of funds and/or credit facilities, unless such consequence is due to the Bank's willful conduct or gross negligence.
- (d) the Customers/Authorised Delegate shall ensure the correctness of the Credit Account information and the Bank shall not be liable for any consequence arising out of the Bank's failure to carry out such Telephone Instructions due to incorrectness of payment details, unless such consequence is due to the Bank's willful conduct or gross negligence.

- (e) any exchange rate or interest rate quoted by the Bank in response to a Telephone Instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction and such confirmed exchange rate or interest rate, if accepted by the Customers/Authorised Delegate through the PhoneDirect Service, shall be absolutely binding on the Customers/Authorised Delegate notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communication.
- (f) the Bank shall not be liable to the Customers / Authorized Delegate or any third party for any direct, indirect or consequential losses resulting from any failure or delay to carry out any Telephone Instruction given by the Customers/ Authorised Delegates due to reasons beyond the reasonable control of the Bank including any equipment malfunction or failure.
- (g) the Customers/Authorised Delegate understands and acknowledges that Telephone Instructions may not necessarily be processed by the Bank immediately or on the same day of the giving of such Telephone Instructions due to system constraint or the banking procedures of the Bank. The Customers/Authorised Delegate agrees that the Bank shall not be held responsible to the Customers/Authorised Delegate or any other person for effecting such Telephone Instructions at a later time and the Bank's decision as to when effect the said Telephone Instructions shall be final and binding on the Customers/ Authorised Delegates

## **5. Fees**

To the extent permitted by laws, regulations and regulatory requirements, the Bank reserves the right to charge services fees and/or other charges but the rate of the same shall be announced publicly as required by laws, regulations and regulatory requirements and be included in the Service and Tariff Table.

## **6. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with laws of the People's Republic of China (for the purpose of these terms and conditions, excluding Hong Kong, Macau and Taiwan).

*Note: These Terms and Conditions are prepared in the Chinese language. The English version is prepared for reference only. In the event of any discrepancies between the two language versions, the Chinese version will prevail.*